

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 22 PAGES	
1. REQUEST NO. 53SBNB067074		2. DATE ISSUED 27 July 2000		3. REQUISITION/PURCHASE REQUEST NO. 838-1236	
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		5. RATING			
5a. ISSUED BY NIST, 100 Bureau Drive Stop 3572, Building 301 Room B117, Gaithersburg, MD 20899-3572				6. DELIVER BY (Date) See Schedule	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY	
NAME Joseph L. Widdup, Contracting Officer		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
		AREA CODE 301		NUMBER 975-6324	
8. TO:				9. DESTINATION	
a. NAME All Parties Requesting This RFQ		b. COMPANY		a. NAME OF CONSIGNEE W. Gary Mallard, NIST	
c. STREET ADDRESS				b. STREET ADDRESS 100 Bureau Dr., Stop 8380, Bldg 221 Rm A355	
d. CITY				c. CITY Gaithersburg	
e. STATE MD		f. ZIP CODE 20899-8380			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 3PM on 8/6/2000 (no faxes accepted)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	See Items 0001 through 0008 on continuation pages				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

NSN 7540-01-152-8084
Previous edition not usable
ADMINISTRATION/IPSG ELECTRONIC FORM

18-121

STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

SCHEDULE OF PRICES/COSTS (PLEASE COMPLETE)**BASE YEAR (ONE YEAR, BEGINNING ON THE DATE OF PURCHASE ORDER AWARD)**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT FIRM-FIXED-PRICE
0001	The contractor shall submit the results of SOW task B.1.(a)1) in electronic format by email to the COTR within 30 days after purchase order award.	1	Job	\$_____
0002	The contractor shall submit the results of SOW task B.1.(a)2) in electronic format by email to the COTR within 90 days after purchase order award.	1	Job	\$_____
0003	The contractor shall submit the results of SOW task B.1.(a)3) in electronic format by email to the COTR within 270 days after purchase order award.	1	Job	\$_____
0004	The contractor shall submit the results of SOW task B.2.(b)1) in source code and in executable format in electronic format, fully commented, with a detailed scientific discussion of the algorithms, by email to the COTR within 360 days after purchase order award.	1	Job	\$_____
SUM OF ITEMS 0001, 0002, 0003 AND 0004				\$_____

OPTION YEAR ONE (ONE YEAR, BEGINNING THE DAY AFTER THE BASE YEAR EXPIRES)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT FIRM-FIXED-PPRICE
0005	The contractor shall submit the results of SOW task B.2.(a) in electronic format by email to the COTR within 180 days after the effective date for Option Year One (if exercised).	1	Job	\$_____
0006	The contractor shall submit the results of SOW task B.2.(b)2) in source code and in executable format in electronic format, fully commented, by email to the COTR within 360 days after the effective date for Option Year One (if exercised).	1	Job	\$_____
SUM OF ITEMS 0005 AND 0006				\$_____

OPTION YEAR TWO (ONE YEAR, BEGINNING THE DAY AFTER OPTION YEAR ONE EXPIRES)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT FIRM-FIXED-PRICE
0007	The contractor shall submit the results of SOW task B.2.(b)3) in source code and in executable format, fully commented, with a detailed scientific discussion of the algorithms in electronic format, by email to the COTR within 180 days after the effective date for Option Year Two (if exercised).	1	Job	\$_____
0008	The contractor shall submit the results of SOW task B.2.(b)4) in source code and in executable format, fully commented in electronic format, by email to the COTR within 360 days after the effective date for Option Year Two (if exercised).	1	Job	\$_____
SUM OF ITEMS 0007 AND 0008				\$_____

STATEMENT OF WORK (SOW)

A. BACKGROUND INFORMATION

This SOW is for Data Analysis and Algorithm Development Services for the Physical and Chemical Properties Division (PCPD) of the Chemical Sciences and Technology Laboratory (CSTL) of the U. S. Department of Commerce, National Institute of Standards and Technology (NIST).

The PCPD is, in part, charged with the development of chemical databases for the CSTL. In order to fulfill these requirements, PCPD is seeking data analysis and algorithm development support in relation to database development for small molecules (less than 30 non-hydrogen atoms). The databases for which these services are sought are the NIST Mass Spectral Database and the NIST Chemistry WebBook.

All contractor requirements specified herein are to be performed at the contractor's site.

B. CONTRACTOR REQUIREMENTS

1.

- (a) Analyze the NIST Thermochemical Archive to determine what Benson Groups that are not currently defined have sufficient data to allow for evaluation. Wherever possible, code shall be developed to solve these problems in a general way. For example, it should be possible to add new data and redetermine the set of Benson Groups, including new polyvalent atom groups as well as new ring groups. All software developed by the contractor shall be provided to the COTR in both source code and executable format. Specific tasks include:
 - 1) Compile a complete list, in tagged text, of Benson Groups used in current NIST software (MS-DOS-based Structures and Properties Program) (Item No. 0001).
 - 2) Compile a list, in tagged text format, of Benson Groups developed in the open literature (Item No. 0002).
 - 3) Analyze the Thermochemical Archive to determine what groups are present in the archive and in what numbers (Item No. 0003).

2.

- (a) Analyze the Thermochemical Archive to determine values of Benson Groups not currently available. Estimate error in values so determined. (Item No. 0005)
- (b) Develop algorithms to measure chemical similarity. (Typically it is relatively easy to find a molecule which has a structure that is identical to a submitted structure. In

addition, tools for finding all structures that contain a structure (substructure searching) are well established. However, for estimating data and for analysis of errors in data, it is often more useful to have structures that are “similar” in some broader chemical sense. This similarity is typically characterized by working chemists in terms not only of the structural similarity but also the lack of strongly non-similar features. The nature of what is and what is not similar is typically a function of the property being measured. For example the replacement of $-\text{CH}_2-$ by $-\text{O}-$ will often have minimal effect on the boiling point of a molecule, but a large effect on other properties.) Specific tasks include:

- 1) Develop and implement algorithms for measuring the “distance” between two structures for a given set of physical or chemical properties. (Item No. 0004)
- 2) Develop a set of tools for finding errors in large data sets based on the generation of prediction data for the whole set and use of the distance metric developed above. (Item No. 0006)
- 3) Develop algorithms for searching and retrieving “similar” structures in a data set based on the distance metric developed above. (Item No. 0007)
- 4) Develop and implement a set of tools for generalized prediction of chemical structure related data based the distance metric. (Item No. 0008)

D. GOVERNMENT RESPONSIBILITIES

The COTR will provide to the contractor, as a tagged text file, the NIST Thermochemical Archive within 7 days after purchase order award.

The COTR will inspect all deliverables under the purchase order and determine the acceptability of those deliverables.

E. REPORTING REQUIREMENTS AND DELIVERABLES

See “SCHEDULE OF PRICES/COSTS” for Base Year, Option Year One and Option Year Two.

F. PROGRAM MANAGEMENT AND CONTROL REQUIREMENTS

Not Applicable

G. INSPECTION AND ACCEPTANCE CRITERIA

The deliverables identified in E. above will be inspected and either approved or, if they are not acceptable, rejected by the COTR. Such inspections will occur within 7 days after the COTR receives such deliverables. The procedures that the COTR will use to inspect such deliverables and determine their acceptability are as follows: Each deliverable will be examined to ensure that it can be read using the equipment and operating system specified. In addition, lists will be

examined for errors on a random basis. If the random sampling indicates a high level of error, the list will be returned to the contractor for correction. In the case of source code and scientific algorithms, the code must be clear and well commented. The logical flow will be examined and compared with the algorithm. In the case of the executable code, the code will be exercised extensively not only with the data set provided to the contractor, but also with other data sets.

H. KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel (to be completed at time of purchase order award):

- (b) During the first ninety (90) days of the period of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (d) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions of key personnel, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The purchase order will be modified to reflect any approved changes of key personnel.

TERMS AND CONDITIONS

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Feb 2000)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
 - (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
 - (ii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2000) (E.O.'s 12722, 12724, 13059, and 13067).
 - (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (May 1997).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jun 1997).
- (v) 52.233-1, Disputes (Dec 1998).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) Reserved.
 - (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
 - (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (vi) Reserved.
 - (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
 - (viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(ii) Reserved.

(iii) Reserved.

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.227-14	RIGHTS IN DATA—GENERAL (ALTERNATE V)	JUN 1987 (JUN 1987)
52.243-1	CHANGES—FIXED-PRICE (ALTERNATE III)	AUG 1987 (APR 1984)

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration of the base year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

Service of Agency Protests

Agency protest may be filed with the Contracting Officer or at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (<http://www.nist.gov/admin/od/contract/agency.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

National Institute of Standards and Technology
Attn: Joseph L. Widdup, Contracting Officer
100 Bureau Drive Stop 3572
Building 301 Room B117
Gaithersburg, MD 20899-3572
Phone: (301) 975-6324
Fax: (301) 963-7732

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made as follows:

U. S. Department of Commerce
Office of the General Counsel
Contract Law Division—Room 5893
Herbert C. Hoover Building
14th and Constitution Avenue, NW
Washington, D.C. 20230
Attn: Jerry Walz, Esquire
Fax: (202) 482-5858

FREQUENCY OF SUBMISSION OF INVOICES

The resultant contractor may submit an invoice for a purchase order item number (e.g., Item No. 0001) only after the COTR has indicated, in writing, their acceptance of the related deliverable. The amount of the invoice submitted shall be the firm-fixed-price for that Item Number cited in the purchase order.

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes in any of the requirements of the purchase order and, notwithstanding any provisions contained elsewhere in the purchase order, the said authority remains solely with the CO. In the event that the contractor takes any direction from any person other than the CO, the resultant changes will be considered to have been made without the CO's authority and no adjustment will be made in the purchase order price(s) to cover any increase in costs incurred as a result thereof.

ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
- (b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate or neutralize the actual or potential conflict.
- (c) Remedies – The contracting officer may terminate this purchase order for convenience, in whole or in part, if the contracting officer deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the purchase order for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this purchase order.
- (d) The contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including paragraph (d), in any subcontract or consultant agreement hereunder.

QUOTE SUBMISSION INSTRUCTIONS

The quoter shall provide two (2) copies of their quote to the following address by the date and time noted in block 10 of page 1 to this RFQ:

National Institute of Standards and Technology
Attn: Joseph L. Widdup, Contracting Officer
100 Bureau Drive Stop 3572
Building 301 Room B117
Gaithersburg, MD 20899-3572
Phone: (301) 975-6324

In submitting a quote in response to this RFQ, each quoter shall ensure that they submit the following with their quote:

- (1) Completed Schedule of Prices/Costs (firm-fixed-price filled in for items 001 through 008).
- (2) Written description of their understanding of the Statement of Work (SOW) requirements (shall not be a repetition of the SOW requirements) and the technical approach that would be employed to perform the SOW requirements.
- (3) Resume(s) of key person(s) that would perform under a resultant purchase order. (Resume(s) shall indicate both educational background and work experience for the affected person(s).)
- (4) Past performance references for efforts that are either currently being performed or have been completed within the past three (3) years. Note: These past or current efforts must be similar in scope and nature to the SOW requirements in this RFQ. Past performance references shall include name of referenced individual, phone number of referenced individual, name of company they work for, company address, description of the work performed under that effort, and period of performance for that effort.
- (5) A fully completed set of "Offeror Representations and Certifications" beginning on the next page.

FAXED QUOTES WILL NOT BE ACCEPTED

EVALUATION CRITERIA AND BASIS FOR PURCHASE ORDER AWARD

The Government will award a purchase order resulting from this RFQ to the responsible quoter whose quote conforming to this RFQ will be most advantageous to the Government, price and other factors considered. Award for the purchase order will involve a tradeoff process whereby the following factors will be considered in selecting the awardee: (a) written demonstration of understanding of the SOW requirements and the technical approach that would be during performance; (b) resume(s) of key person(s) that would perform the SOW requirements (there are no minimum education and/or experience requirements for resumes, but the resumes provided in a quote will be used, in part, to evaluate the quoter's understanding of the RFQ requirements); (c) past performance information; and (d) price. Award may be made to other than the lowest priced quote.

Offeror Representations and Certifications

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

____ Sole proprietorship;

____ Partnership;

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____.

(5) Common parent.

____ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general

statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ____ has, ____ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act—Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below

those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ____ are, ____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ____ Have, ____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ____ are, ____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ____ is, ____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement

mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(End of provision)